

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

1. ONB BANK AND TRUST)
COMPANY, an Oklahoma Corporation,)

Plaintiff,)

v.)

Case No. 12-CV-389-GKF-FHM

1. PHOENIX LIFE INSURANCE)
COMPANY, a New York life insurance)
company,)

2. PHOENIX LIFE AND ANNUITY)
COMPANY, a Connecticut life insurance)
company,)

Defendants.)

**JOINT STIPULATION OF DISMISSAL WITHOUT PREJUDICE
OF PHOENIX LIFE INSURANCE COMPANY**

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiff ONB Bank and Trust Company (“Plaintiff”), Defendant Phoenix Life Insurance Company, and Defendant Phoenix Life and Annuity Company (collectively the “Parties”) stipulate and agree to the dismissal of Phoenix Life Insurance Company from this action as follows.

1. Plaintiff dismisses Phoenix Life Insurance Company without prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure. The Parties stipulate that, should Plaintiff re-file any claims asserted against Phoenix Life Insurance Company in this action, Phoenix Life Insurance Company will not assert any defense to claims originally asserted against Phoenix Life Insurance Company in this action based on any limitations periods, including, but not limited to all statutes of limitations, statutes of repose, laches, estoppel, and other time-related defenses, that were not available to Phoenix Life Insurance Company at the time of the filing of this lawsuit.

2. Phoenix Life Insurance Company and Phoenix Life and Annuity Company stipulate that Phoenix Life and Annuity Company is the issuer of life insurance policy No. 50015889 insuring the life of Brett Inman, now deceased, that is the subject of this action (the “Life Insurance Policy”).

3. Phoenix Life and Annuity Company stipulates that it will not allege the fault of Phoenix Life Insurance Company in this matter. Phoenix Life and Annuity Company further stipulates that no other entity, apart from Phoenix Life and Annuity Company, is liable for the death benefit due under the Life Insurance Policy.

Respectfully Submitted,

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